(This is NOT an Order)			I mis KrQ 🔼 is 📋	is not a small dusiness	set-as	iae			1 age	1 01 25
1. Request No.		ate Issued	3. Requisition/Purcha	se Request No.	4. 0	ert For Nat D	ef. Under BDS	A .	Rating	 g
W56HZV-04-Q-046		004MAR08	_	hedule		eg. 2 and/or D			•	DOA4
5A. Issued By	'		•			6. Deliver by				
TACOM WARREN	BLDG 231		W56HZV				See Sc	hedule		
AMSTA-AQ-AHPC	M 49307 E000					7. Delivery				
WARREN, MICHIGAI	N 46397-5000					7. Delivery				
						<b>X</b> FOB			ther	
						Destination	on	_		
<b>5B. For Information</b> TOM SARGEE		nd telephone 586) 574-725	no.) (No collect calls)							
EMAIL: SARGEET@			O .							
8. To: Name and Ad						9. Destination	n (Consignee a	nd addı	ress. ind	
	,	-gr				Zip Code)	(			<b>-</b>
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10. Please Furnish	-		NT: This is a request for	, <b>.</b>						
the Issuing Office in			cate on this form and re							
or Before Close of B (Date)	Business		osts incurred in the pre re of domestic origin unl	•		-				
2004AP	R07		uest for Quotation must			oter. Any mee	i pi ciations an	iu/or cci	uncau	ons attached
			1. Schedule (Include app		and lo					
Item Number			s/Services	Quantity		Unit	Unit Pr	ice		Amount
(a)		(	(b)	(c)		(d)	(e)			( <b>f</b> )
12 Discount For De	Power A	(See S	chedule)	L to 20 Colondon D		20 Gal			Colon	der Deue
12. Discount For Pr	ompt Payment		a. 10 Calendar Days	b. 20 Calendar D		c. 30 Cale	endar Days			dar Days
			%	<u> </u>	%		%	Nun	mer	Percentage
NOTE: Additional	provisions and	representation	ons are are not	attached.						
13. Name and Addre Zip Code)	ess of Quoter (S	Street, City, C	County, State and	14. Signature of Perso Quotation	on Aut	thorized to Sig	n	15. Dat	e of Qu	iotation
				_		16. Si	igner			
				a. Name (Type or Pri	nt)		_		b. Tele	phone
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over guidance found on the TACOM contracting web page.

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# Name of Offeror or Contractor:

SUPPLEMENTAL	

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 6150-01-506-8504  FSCM: 19207  PART NR: 57K3429  SECURITY CLASS: Unclassified				
001AA	PRODUCTION QUANTITY	75	EA	\$	\$
	NOUN: ACCESSORY PRON: EH4RA830EH PRON AMD: 01 AMS CD: 070011				
	Description/Specs./Work Statement TOP DRAWING NR: TDPL 57K3429 DATE: 08-DEC-2003				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN THE TDP UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W56HZV3328T644         W25GlU         J         2           DEL REL CD         QUANTITY         DAYS AFTER AWARD           001         75         0180				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS  (W25G1U) XU TRANSPORTATION OFFICER  DDSP NEW CUMBERLAND FACILITY  BUILDING MISSION DOOR 113 134  NEW CUMBERLAND PA 17070-5001				
002	FSCM: 19207 PART NR: 57K3429 SECURITY CLASS: Unclassified				
1002AA	OPTION QUANTITY	75	EA	\$	\$

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: ACCESSORY				
	OPTION QUANTITY, PURSUANT TO SECTION H OR I CLAUSE ENTITLED OPTION FOR INCREASED QUANTITY SEPARATELY PRICED LINE ITEM				
	The quantity stated for the option CLIN DOES NOT Form a part of the basic contractual quantity. Part or all of it may, however, be added to the contract by exercise of the option clause, at the discretion of the Government.				
	The failure of the offeror to insert a unit price applicable to the option quantity shall mean that the offeror will supply all or any part of the option, if exercised by the Government, at the basic contract unit price, and the offer will be evaluated for award accordingly.				
	(End of narrative B001)				
	Description/Specs./Work Statement TOP DRAWING NR: TDPL 57K3429 DATE: 08-DEC-2003				
	THIS PROCUREMENT IS RESTRICTED TO UDLP UNDER THE MILITARY PART NUMBER				
	(End of narrative C001)				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET IN THE TDP UNIT PACK: 001 LEVEL PRESERVATION: Military LEVEL PACKING: B				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance  DOC SUPPL  REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD  001  DEL REL CD QUANTITY DEL DATE  001 75 UNDEFINITIZED				
	FOB POINT: Destination				
	SHIP TO: FREIGHT ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE				

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Name of Offeror or Contractor:

Tame of Offeror or O	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.				

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 6 of 29
CONTINUATION SHEET	PIIN/SIIN W56HZV-04-Q-0464 MOD/AMD	

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

3 52.211-4053 REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING MAR/2000 (TACOM) SUBSTANCES (CIODS)

- (a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: V-T-285.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

# CONTINUATION SHEET Reference No. of Document Being Continued Page 7 of 29 PIIN/SIIN W56HZV-04-Q-0464 MOD/AMD

# Name of Offeror or Contractor:

ACT CL	AUSES		
4	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
5	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
6	52.217-5	EVALUATION OF OPTIONS	JUL/1990
7	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
8	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
9	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
10	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
11	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
12	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
13	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
14	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
15	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
16	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
17	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		_			
Manufacturer's Name		_			
Source's Name		_			
Item Name		_			
Service		_			
Identification	Test Number		(to the	extent	known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.
- (f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

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Name of Offe	ror or Contractor:		
18	52.219-1 SMALL BUS	INESS PROGRAM REPRESENTATIONSALTERNATE I dated APR 2002)	APR/2002
(a)			
(1)	The North American Industry	Classification System (NAICS) code for this acquisition is	336399 .
(2)	The small business size sta	ndard is 750 .	
(3)	The small business size sta	ndard for a concern which submits an offer in its own name,	other than on a construction or
		rnish a product which it did not itself manufacture, is 500	
(b) Repre	esentations.		
(1)	The offeror represents as p	art of its offer that it [ ] is, [ ]is not, a small busin	ess concern.
	sents, for general statistica	or represented itself as a small business concern in paragr l purposes, that it [ ] is, [ ]is not, a small disadvanta	_
	= = =	or represented itself as a small business concern in paragr at it [ ] is, [ ]is not, a woman-owned small business con	
		or represented itself as a small business concern in paragr hat it [ ] is, [ ]is not, a veteran-owned small business	
		or represented itself as a veteran-owned small business con of its offer that it [ ] is, [ ]is not, a service-disabl	
	[Complete only if the offer sents, as part of its offer,	or represented itself as a small business concern in paragr that -	aph (b)(1) of this provision.] The
control, princ	Zone Small Business Concerns	t, a HUBZone small business concern listed, on the date of maintained by the Small Business Administration, and no mat oyee percentage has occurred since it was certified by the	erial change in ownership and
participating	n in paragraph (b)(6)(i) of t	ot, a joint venture that complies with the requirements of his provision is accurate of the HUBZone small business con fferor shall enter the name or names of the HUBZone small b	cern or concerns that are
Each HUBZone s	<del>-</del>	ipating in the joint venture shall submit a separate signed	copy of the HUBZone
	[Complete if offeror repres	ented itself as disadvantaged in paragraph (b)(2) of this p	rovision.] The offeror shall check
	[ ] Asian-Pacific American Brunei, Japan, China, T Territory of the Pacifi States of Micronesia, t Fiji, Tonga, Kiribati,	an Indians, Eskimos, Aleuts, or Native Hawaiians). (persons with origins from Burma, Thailand, Malaysia, Indon aiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Phil c Islands (Republic of Palau), Republic of the Marshall Isl he Commonwealth of the Northern Mariana Islands, Guam, Samo Tuvalu, or Nauru). an-Indian) American (persons with origins from India, Pakis	ippines, U.S. Trust ands, Federated a, Macao, Hong Kong,

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

Sri Lanka, Bhutan, the Maldives Islands, or Nepal). [ ] Individual/concern, other than one of the preceding.

(1) Means a small business concern-

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- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
  - (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
  - (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

19 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is DESTINATION.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any

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# Name of Offeror or Contractor:

of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

20 52.211-4015 (TACOM) CONFIGURATION CONTROL--ENGINEERING CHANGES

JUL/2002

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (C) To the contract type only.
  - (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is MM.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

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# Name of Offeror or Contractor:

- (d) Submittal Procedures for ECPs/VECPs/RFDs.
  - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
  - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer KHATIWK@TACOM.ARMY.MIL and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.
- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (j) Questions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

21 52.211-4515 PACKAGING REQUIREMENT (SPECIAL PACKAGING INSTRUCTIONS) SEP/2003 (TACOM)

(a) Military preservation, packing, and marking for this contract/order shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of, MIL-STD-2073-1, Revision D, Dated 15 Dec 1999 and Notice 1, dated 10 May 2002, and the Special Packaging Instruction, see below.

- (1) LEVEL OF PRESERVATION: Military
- (2) LEVEL OF PACKING: B
- (3) QUANTITY PER UNIT PACKAGE: 001
- (4) SPECIAL PACKAGING INSTRUCTION NUMBER. AK15068504

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# Name of Offeror or Contractor:

- (a) REVISION As listed on TDPL
- (b) DATE OF REVISION As listed on TDPL
- (b) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage

#### (c) Marking:

- (1) In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, Dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3.
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <a href="http://www.easysoftcorp.com/products/Software/MSL.html">http://www.easysoftcorp.com/products/Software/MSL.html</a>. Insure that the ship to and mark for in-the-clear delivery address is complete including:consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.
- (d) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of non-manufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.

#### (e) Hazardous Materials(As applicable):

- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Unless otherwise specified, packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the applicable performance packaging contained in the following documents:

International Air Transport Association (IATA) Dangerous Goods Regulations International Maritime Dangerous Goods Code (IMDG)
Code of Federal Regulations (CFR) Title 29, Title 40 and Title 49
Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO
P4030.19/DLAM 4145.3 (for military air shipments).

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- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers. A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (f) This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided contractor provides the PCO and ACO with notification 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to PCO and ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.
- (f) SUPPLEMENTAL INSTRUCTIONS: REQUEST CONTRACTOR TO PROVIDE ACTUAL UNIT PACK WEIGHT, CUBE AND SIZE TO THE FOLLOWING ADDRESS: PACKAGING@TACOM.ARMY.MIL

[End of Clause]

22 52.217-4001 SEPARATELY PRICED OPTION FOR INCREASED QUANTITY APR/1997 (TACOM)

- (a) The Government hereby reserves the right to increase the quantity of the contract item up to an additional quantity of 75 units. The unit price for such option quantity shall be as set forth in CLIN 0002AA. This option may be exercised by the Government at any time, but in any event not later than 120 days after award of CLIN 0001AA. In addition, such option may be exercised in increments, subject to the stated total additional quantity limitations, price(s), and the above-stated time for exercise of the option.
- (b) Delivery of the items added by the exercise of this option shall continue immediately after, and at the same rate as, delivery of like items called for under this contract, unless the parties hereto otherwise agree.
- (c) Additionally, prior to the expiration of the original option period identified in paragraph (a) above, the Government may seek a bilateral extension of the option period for an additional period not to exceed 90 days from the expiration date of the original option period.

[End of Clause]

23 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 180 days after the date of award, or, -2- days after award if First Article Test is waived. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: AT NO COST TO THE GOVERNMENT.
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.
  - (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM

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# Name of Offeror or Contractor:

OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

24 52.246-4053 USE OF MIL-STD 1916 (TACOM)

JAN/2001

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

25 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).
    - \* TIN:\_\_\_\_\_.
    - $\mbox{\scriptsize \star}$  TIN has been applied for.
    - \* TIN is not required because:
- \* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - $^{\star}$  Offeror is an agency or instrumentality of a foreign government;
  - \* Offeror is an agency or instrumentality of a Federal Government;
  - \* Other. State basis.\_\_\_\_\_
  - (e) Type of organization.
    - \* Sole proprietorship;
    - \* Partnership;
    - \* Corporate entity (not tax-exempt):

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Name	οf	Offeror	or Contractor:

	Tor or contractor.				<del></del> -
* C	orporate entity (tax	-exempt):			
* G	overnment entity (Fe	deral, State, or local);			
* F	oreign government;				
* I	nternational organiza	ation per 26 CFR 1.6049-4;			
* 0	ther	·			
(f) Comm	on Parent.				
* 0	fferor is not owned	or controlled by a common pa	rent as defined in paragraph	(a) of this provision.	
* N	ame and TIN of common	n parent:			
N	ame				
т	IN				
		[End	of Provision]		
26	52.207-4	ECONOMIC PURCHASE QUANTITY -	- SUPPLIES	AUG/1987	
onomic purc onomic purc	hase quantity. If d hase quantity is tha	ifferent quantities are reco	mmended, a total and a unit p icant price break occurs. If	e advantageous is invited to recomm rice must be quoted for applicable there are significant price breaks	items.
		OFFEROR	RECOMMENDATION		
	ITEM	QUANTITY	PRICE QUOTATION	TOTAL	
sist the Go end or canc	vernment in developing	ng a data base for future ac	quisitions of these items. Hoo any individual item in the	ions in disadvantageous quantities owever, the Government reserves the event quotations received and the (	e right t
		[End	of Provision]		
27	52.222-22	PREVIOUS CONTRACTS AND COMPL	IANCE REPORTS	FEB/1999	
The offe	ror represents that-	-			
	It [ ] has [ ] has not				

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# Name of Offeror or Contractor:

(2) It [ ] has [ ] has not

filed all required compliance reports; and

(3) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

28 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(1) It [ ] has developed and has on file
 [ ] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(2) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

29 52.247-48 F.O.B. DESTINATION--EVIDENCE OF SHIPMENT (DEVIATION) JUL/1995

- (a) If this contract is awarded on an f. o. b. destination basis, and if transportation is accomplished by common carrier, parcel post, or other than common carrier, the Contractor agrees not to invoice until the supplies are shipped, and to retain the following evidence of shipment (EOS) documentation for a period of 4 years after completion of the contract.
- (1) If transportation is accomplished by common carrier, the Contractor will retain a signed copy of the commercial bill of lading of the supplies covered by the invoice, indicating the carrier's intent to ship said supplies to the destination specified in the contract.
  - (2) If transportation is accomplished by parcel post, the Contractor will retain a copy of the mailing certificate, or
- (3) If transportation is by other than common carrier or parcel post, the Contractor will retain the receipt copy of the appropriate delivery document showing receipt at the destination in the contract.
- (b) Retention of the above EOS documentation and having the documentation available for subsequent review, if needed, eliminates the requirement to provide these documents with the Contractor's paper, or electronically transmitted, invoices.

[End of Clause]

30 252.223-7001 HAZARD WARNING LABELS

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

DEC/1991

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or

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# Name of Offeror or Contractor:

	(5)	Federal	Alcohol	Administration	Act.
--	-----	---------	---------	----------------	------

(c) I	The Offeror	shall 3	list	which	hazardous	material	liste	ed in th	ne Haza	rdous	Material	. Identi	ficatio	n and	Materi	al Safe	ty D	ata
clause of t	this contra	ct will	be 1	abelle	ed in acco	rdance wit	h one	of the	e Acts	in pa	ragraphs	(b)(1)	through	ı (5) o	f this	clause	ins	tead of
the Hazard	Communicat	ion Star	ndard	. Any	hazardou	s materia	l not	listed	will k	e int	erpreted	to mean	that a	alabel	is re	quired:	in a	ccordance
with the Ha	azard Commun	nication	n Sta	ndard.														

MATERIAL (If None, Insert None.)	ACT

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

31 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

- (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
  - (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
  - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-
  - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

	Line Item Number	Country of Origin						
(3)	The following end products are other	foreign end products:						
	Line Item Number	Country of Origin (If known)						

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[End of Provision]

32 252.225-7035

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION

ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE, ALT I

Substitue the phrase "Canadian end product" for the pharase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

[End of Provision]

33 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
  - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
  - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
  - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in
- accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.

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(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

34 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING (TACOM)

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DDD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

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(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
  - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acgcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

35 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM)

(a) If you have a company data fax number, please provide it on the following line:\_\_\_\_\_\_

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:

(c) Provide your CAGE (Contractor And Government Entity) code here:

[End of Provision]

36 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFOs.)

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(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

37 52.211-4008 DRAWING LIMITATIONS NOV/2002 (TACOM)

- (a) The drawings supplied with this contract are <u>not</u> shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:
  - (1) depict the completed (item(s), and
  - (2) serve as the basis for inspection of the completed item(s).
- (b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.
- YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing (c) process.
- (d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.
- If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

38 52.211-4018 ACQUISITION OF MANUFACTURER'S PART NUMBER MAY/1996 (TACOM)

FORMAT OF THE TECHNICAL DATA PACKAGE

This acquisition is restricted to the item description set forth in the Schedule which specifies a manufacturer's part number. Since complete Government data for the item are not available, it is understood and agreed that references to specifications and drawings herein shall be deemed to include all changes or revisions thereto which the contractor has made effective as of the date of delivery of any of the items provided for in this contract; provided, that no such change or revision which affects the interchangeability of the item (ability to be interchanged with previous parts or to connect with all mating parts when assembled) shall be effected without the approval of the Procuring Contracting Officer. The contractor agrees that he will furnish to the Administrative Contracting Officer or Government Inspector, for the purpose of making inspection under any resulting contract, copies of the applicable specifications and drawings indicating all changes or revisions.

[End of Clause]

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- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Gerri Mackey and Diane Woods at (586) 574-7061, and Gloria McCullough at (586) 574-7064.

[End of Provision]

40 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting

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contract.

[End of Clause]

41 52.211-4052 SOURCE NOTES ON DRAWINGS: CONFORMANCE TO MILITARY TECHNICAL DATA

JAN/1984

(TACOM) REQUIREMENTS

Notwithstanding the fact that ordnance drawings furnished with this solicitation may list particular manufacturer part numbers as approved sources, or as being the same as, or equivalent to, the ordnance part described on the drawing, the item to be supplied under this solicitation must conform to all specific technical requirements expressed on such drawing(s). To the extent that there may be any inconsistency between a manufacturer's part number and specific technical requirements expressed on an ordnance drawing which references the manufacturer's part number, the specific technical requirements shall control and take precedence. Offerors shall bear the responsibility of verifying that the approved part as supplied will conform with all such specific technical requirements.

[End of Provision]

42 52.211-4054 PACKING/PACKAGING LEVEL FOR OPTION QUANTITIES FEB/1994 (TACOM)

For purposes of computing a price for the option quantity specified in Section B of this solicitation and unless otherwise indicated in Section B, it is understood and agreed that the option unit price includes the same level(s) of packing/packaging as those that apply to the basic contract quantity.

[End of Provision]

ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR DEC/2002 43 52.213-4859

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. Unless paper copies are specifically requested elsewhere in this solicitation, you must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Office XP or Microsoft\* 2000 Office Products (TACOM can currently read Ofice 2000\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in nonconsideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files. Executable files other than self-extracting compressed files are unacceptable.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due

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date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e:mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

44 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

- 45 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002 (TACOM)
- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

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52 217-4003 MAY/2000 46 EVALUATION OF INCOMPLETE OPTION PRICING (TACOM)

- (a) Per FAR 17.203(d), offerors may price the option CLIN in this solicitation incrementally, by entering different option unit prices that will apply to different subquantities or quantity ranges (in the event that the Government elects to exercise less than 100% of the option). Notwithstanding this fact, the provision entitled EVALUATION OF OPTIONS (FAR 52.217-5, located elsewhere in this solicitation) indicates that the Government's evaluation for contract award will include each offeror's price for 100% of the option quantity.
- (b) In light of the above, if an offeror specifies unit prices that apply to one or more option quantity ranges, but does not specify a unit price for 100% of the option, the Government will evaluate that offer for award as follows. The option price for such offer shall be deemed to be the higher of (i) the unit price that applies to the basic (non-option) quantity, or (ii) the highest unit price that is identified against any range or subquantity of the option CLIN.

[End of Provision]

47 52.217-4004 DESTINATION FOR OPTION QUANTITIES FEB/1994 (TACOM)

To compute a price for any option quantity, assume you'll be shipping a proportional share of the option quantity to each destination scheduled to receive shipments of the same item under the basic contract. For example, if the basic contract involves one third of the quantity to go to destination X, and two thirds to destination Y, assume those same percentages will apply to any option quantities the Government will exercise.

[End of Provision]

- 48 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993 (TACOM)
- (a) Definitions.
- (1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
  - (i) chlorofluorocarbon-11 (CFC-11) (ii) chlorofluorocarbon-12 (CFC-12) chlorofluorocarbon-13 (CFC-13) (iii) (iv) chlorofluorocarbon-111 (CFC-111) (v) chlorofluorocarbon-112 (CFC-112) (vi) chlorofluorocarbon-113 (CFC-113) (vii) chlorofluorocarbon-114 (CFC-114) chlorofluorocarbon-115 (CFC-115) (viii) chlorofluorocarbon-211 (CFC-211) (ix) (x)chlorofluorocarbon-212 (CFC-212) (xi) chlorofluorocarbon-213 (CFC-213) (xii) chlorofluorocarbon-214 (CFC-214) (xiii) chlorofluorocarbon-215 (CFC-215) (xiv) chlorofluorocarbon-216 (CFC-216) chlorofluorocarbon-217 (CFC-217) (xv) (xvi) halon-1211 halon-1301 (xvii) (xviii) halon-2402 (xix) carbon tetrachloride methyl chloroform (xxi) Methyl bromide
  - (xxii) hydrobromofluorocarbons (HBFCs)
  - (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

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(3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:

(1)	Dui	ring	g our	review	of	the	specification	or	technical	data	package	in	this	solicitation,	we
	[	]	have												
	[	]	have	not											

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Substitute

		<u>Spec/Standard</u>	Required CIODS	<u>Available?</u>	
(2)	Further, in our	review of the specification	ation or technical data p	ackage in this solicitati	ion, we
	[ ] have				

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standard	Required CIODS	Substitute <u>Available?</u>

- (e) Offerors who check <u>have</u> in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.
- (f) If you checked  $\underline{\text{have}}$  in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:
  - --One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.
  - --The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify

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the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

49 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN FEB/1995 (TACOM)

The Government's inspection and acceptance of the supplies offered under this order shall take place at ORIGIN. Offeror must specify below the exact name and address of his facility, or his subcontractor's facility, where supplies to be furnished under this order will be available for origin inspection

Contractor's Plant:	
	(Name and Address)
Subcontractor's Plant:	
	(Name and Address)

[End of Clause]

50 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002 (TACOM)

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

51 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000 (TACOM)

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
  - (1) Unit Package:
    - (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing

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the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

	(ii)	Unit Package Exterior Size/Weight of Unit Package with contents:		
		Length x Width x Depth(expressed in inches)/Weight expressed in pounds		
(2)	Shippi	ng Container:		
	(i)	Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:		
		Length, x Width, x Height, (expressed in feet and inches)		
	(ii)	Number of unit packages per shipping container each		
	(iii)	Gross weight of Shipping container and contents Lbs.		
(3) Unitized Loads:				
	(i)	Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ ] No [ ]; describe:		
	(ii)	Number of Shipping containers per pallet/skid each.		
	(iii)	Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials Lbs		
	(iv)	Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:		
		Length, x Width, x Height, (expressed in feet and inches)		
	(v)	Gross Weight of Unit Load Lbs;		

[End of Clause]

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Addenda	Title	Dateo	of Pages	Transmitted By

Attachment 001

TDP 57J3429

08-DEC-2003

DATA

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